

## **EXHIBIT A**

### **OPERATING PLAN**

#### **Introduction**

This Operating Plan between \_\_\_\_\_ (hereinafter referred to as the "Concessioner") and Bryce Canyon National Park (hereinafter referred to as the "Service") shall serve as a supplement to Concession Contract CC-BRCA002-07 (hereinafter referred to as the "Contract"). It describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Bryce Canyon National Park which are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, shall prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of Bryce Canyon National Park.

Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

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## I. Management, Organization and Responsibilities

### A. Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site general manager who:

1. Has the authority and the managerial experience for operating the Concession Facilities and operations within the Area;
2. Will employ a staff with the expertise and training to operate all services allowed under the Contract;
3. Has the authority to act as liaison in all concession administrative and operational matters within the Area; and
4. Has the responsibility for implementing the policies and directives of the Service.

- B. Service - The Superintendent manages all Bryce Canyon National Park operations, including the concession operations. The Superintendent carries out the policies and directives of the Service, including administration of the Contract operations. Through the Business Manager, the Superintendent's designated representative, the Superintendent reviews, supervises, and coordinates the Concessioner's activities, including the review of Equal Opportunity policy, improvements to Concession Facilities, operations, rate approval, advertising, orientation, and all other activities involved in administering the Contract.

## II. Scope and Quality of Service/Inspections

- A. The operation of the Concession Facilities and visitor services allowed by the Contract will comply with industry standards, the evaluation standards set forth in the National Park Service Director's Order 48, and this Operating Plan, as they now exist or may hereafter be amended.
- B. Both the Service and Concessioner will separately inspect and monitor the Concession Facilities and visitor services with respect to applicable standards, rate comparability, safety, public health and visitor complaints and reactions.
- C. Consistent with the Review Program, the Service will conduct at least two unannounced inspections of the facilities and services in accordance with applicable Service guidelines.
- D. The Concessioner or its designated representative will attend all formal inspections and sign all reports.

- E. The Concessioner will document all of its inspections (examination of all equipment, facilities, visitor activities and work processes to determine compliance with established safety and occupational health regulations).

### III. Reports

The Superintendent requires the Concessioner to obtain and report certain information to keep the Superintendent informed of the operation, monitor visitor use, and detect visitor trends. In addition to reports required elsewhere in the Contract, the Concessioner will maintain and report the following information:

- A. **Monthly Statistical/Franchise Fee Report** - The Concessioner will submit the monthly statistical report for the previous month within 15 days of the last day of that month for each month that the operation is open. This report will contain the following information: number of two hour rides given; number of half-day rides given; the number of photos sold (both matted and unmatted); the amount of revenue collected during the month (the photo sales listed separately from the trail ride revenues); a listing by day of the number of times each ride was offered, the number of times it went, the number of people on each ride, and the overall totals for the month; and the total number of employees on the payroll on the last day of the month.
- B. **Safety Report** - The Concessioner will submit the monthly safety report for the previous month by the seventh of the following month. This report will contain the following information: number of persons attending the Concessioner's safety training, number of employee and visitor accidents, any Concessioner's safety program recommendations and comments resulting from an accident investigation, number of safety inspections held, and findings from each inspection.
- C. **Environmental Screening Form/Project Request Form** – Prior to beginning any trail or building repairs or rehabilitation, the Concessioner will work with Service staff to complete project request forms and any environmental screening forms needed to meet compliance requirements.
- D. **Trail Repair and Maintenance (R&M) Report(s)** – The Concessioner must maintain trails used in the operation to a standard agreed upon during a joint annual meeting with the Service. Within fifteen days after completing any trail repair and maintenance work, the Concessioner will submit a report to the Service describing the work accomplished and the work methods used.

### IV. Schedule of Operation

- A. The Concessioner provides the visitor services on a seasonal basis from May to October with specific dates based on trail conditions as determined in consultation

between the Concessioner and the Service. No later than March 1 of each year, the Concessioner will submit a schedule of proposed opening and closing dates. The Superintendent will determine the exact opening and closing dates each year and notify the Concessioner in writing. The Service will give reasonable notice of any schedule changes it may initiate to the Concessioner.

- B. The schedule of proposed opening and closing dates will include a proposal on the daily departure times of all rides and operating hours of the sales counter. Section 3(a) of the Contract sets the maximum number of rides. The minimum number of rides may vary early and late in the season, depending on trail conditions.
- C. The Concessioner and the Service will participate in joint trail inspections before the requested opening date.
- D. On a daily basis during the operating season, the Concessioner will offer the following required services:
  - 1. Two 2-hour guided interpretive trail rides from Sunrise Point to the floor of the canyon and return.
  - 2. Two half-day guided interpretive trail rides on the Peekaboo Loop.

The Concessioner may not provide these rides when trail conditions are not suitable for such rides or when inclement weather occurs.

#### V. Payments, Reservations, Refunds

- A. The Concessioner will develop reservation and refund policies and submit them for the Superintendent's approval within 30 days of the award of the Contract. In subsequent years, the Concessioner will submit any proposed changes to those policies with the proposed opening and closing dates under Section IV.A. of this Operating Plan.
- B. The Concessioner may require payment at the time of the trail ride reservation. The Concessioner will provide visitors a cash register receipt or other written receipt when payment is made. At a minimum, the Concessioner will accept Mastercard and Visa credit cards and cash. The Concessioner will post rates and hours of sales counter operation prominently at the ticket desk.
- C. No more than two employees at a time will operate the ticket and information booth; however, the Concessioner will provide sufficient staff in each part of its operation to prevent undue delays. Determination of undue delay will consider the kinds of service being rendered and situations or conditions beyond the

control of the Concessioner, such as unanticipated influxes of visitors or sudden weather changes.

## VI. Stock Care, Tack and Feed

### A. Treatment of Stock

1. The Concessioner will groom stock at the beginning of each day. The Concessioner must provide proper care for the stock, including feed, stable, and shelter conditions. The Concessioner will clean the stables and shelters on a regular basis and feed the stock daily. The Concessioner will ensure that its employees and visitors treat the stock properly; the Service will not tolerate cruelty to the stock. The Concessioner must inspect the shoes frequently to ensure that the stock is properly shod and hooves are in good condition. The Concessioner may not use stock when they have sores, are sick, or otherwise are not fit for riding. Before using a sick animal again, the Concessioner will have that animal checked and cleared by a licensed veterinarian.
2. The Concessioner may allow in concession assigned areas only horses (including ponies) and mules.
3. Weight limit - The maximum weight to be carried by stock may not exceed 250 pounds. The Concessioner may choose to enforce a lower weight limit.

B. Stock Examination – Before bringing the stock into the park, the Concessioner will have all stock examined and cleared by a licensed veterinarian. The Concessioner will provide proof of stock examination to the Superintendent before the start of the season. The Concessioner must immunize stock as required by state and county authorities.

C. Quality and Quantity of Stock – The Concessioner will provide sufficient stock (not to exceed ninety head) to provide the visitor services. The stock must include a mixture of good quality saddle horses, mules and ponies, properly cared for and familiar with the trails. Stock must be even tempered, gentle, and well trained to accommodate the inexperienced rider. The Concessioner will remove and replace any stock found to have regularly demonstrated an unsafe disposition. Stock must be familiar with the terrain and capable of safely handling the types of terrain and obstacles to be encountered, including uphill and downhill climbing, mud and rocks, etc.

D. Tack Condition – The Concessioner must keep saddles, saddle bags, blankets, bridles, and other equipment in good and safe condition, clean and well maintained. The reins must be tied together instead of hanging separately. The Concessioner will periodically inspect all equipment and immediately repair or

remove and replace any defective equipment. The Concessioner will establish a cyclic schedule for repair and maintenance of the tack. The Concessioner will not allow the riding of stock without a saddle.

- E. Feed – The Concessioner must use certified weed-free hay or certified weed-free cubes (or both) for all stock using park trails. Hay or hay cubes used as feed must be marked or labeled in accordance with state agriculture certified weed-free procedures.

## VII. Trail and Grounds Operation

- A. The Concessioner will operate seven days a week during the operating season, weather and trails permitting. Each ride will consist of a maximum of up to forty horses and four wranglers to comply with the required minimum of one wrangler for each ten riders. The Concessioner will place any inexperienced riders behind the head wrangler with the more experienced riders at the end of the group. On rides with large participation (more than twenty guests), the ride will be divided into two groups with a break of fifteen minutes between the two groups, to reduce the impact to hikers also using the trail. The Concessioner may request approval of the Superintendent to accommodate special events, groups or situations, such as sunrise or sunset rides.
- B. Visitors' Acknowledgement of Risk. Clients may sign an acknowledgement of risk form prior to the riding activity. The Concessioner may use only the National Park Service approved form for this purpose.
- C. Reporting Injuries. The Concessioner immediately must immediately report to the Service any incident occurring in the park associated with its operations that requires advanced medical treatment beyond basic first aid.
- D. The Concessioner will tie together in a single file the horses and mules herded from the mixing circle corral to the day corral. A wrangler must keep the animals under complete control at all times. The Concessioner must prevent horses and mules from running while on the trails and while being led to or from the mixing circle corral and day corral.
- E. The Concessioner may use the following trails: (1) the designated trail connecting the night corral area to the day corral, (2) the Horse Trail into the canyon, (3) the connecting trail, and (4) the Peekaboo Loop Trail. The Concessioner must keep the horses and mules on established trails at all times. In no instance may the Concessioner allow stock or its motorized equipment of any kind on social trails or into areas other than those formally approved by the Superintendent.
- F. The activities allowed by the Contract, specifically the riding a horse or mule in Bryce Canyon National Park are means of experiencing the park and not exclusively recreational events. Therefore, the trail guides will provide

information about the general history of the area, significant features and formations, as well as some of the more common plants and animals inhabiting the area.

- G. Before each ride begins, the Concessioner will provide a standard visitor orientation to all riders, to include:
1. Introduction – The head wrangler on the trip will introduce him- or herself and all other wranglers for the ride, identify the Concessioner by name as the Concessioner authorized to conduct trail rides within Bryce Canyon National Park, and welcome the visitors on behalf of the Concessioner and the Service. This brief introduction should highlight the scenic, wildlife and other resources that the visitors might observe on the trip.
  2. The wrangler(s) will instruct the riders how and when to mount and dismount, safely and properly. The wranglers will provide consistent, non-intrusive safety messages to riders.
  3. The wrangler(s) will instruct the riders how to control the horse/mule (forward, stops, turns, prevent horse from feeding while on the trail, etc.).
  4. The wrangler(s) will instruct the riders how to pass the word for help (rider by rider) to the wrangler.
  5. The wrangler(s) will provide information about the nature and/or demands of the trip, including the route, time frame, restroom facilities (if applicable), water (if applicable), procedures for removing or putting on jackets, sweaters, etc., and procedures for taking pictures.
  6. The wrangler(s) will provide information about what to do in the case of emergency; e.g., panicked horse/mule.
  7. Riding Helmets: Riding Helmets must be available for any rider desiring to wear one. Helmets must be in good shape, clean and available in all sizes. The concessioner shall post notice or otherwise visibly or verbally make clients aware that the helmets are available upon request.
- H. The head wrangler will carry on all trail rides a functional form of communication with the reservation desk or with other Concessioner personnel to ensure that the Concessioner monitors communication when riders are on the trail.
- I. The Concessioner may take souvenir photographs to sell at a wide point in the trail, out of the way, approximately 200 feet from the rim of Sunrise Point horse trail on the second switchback.

## VIII. Complaints

- A. The Service will send complaints or comments received by the Service regarding Concession operations to the Concessioner for investigation and response within five working days. The Concessioner will provide a copy of the response to the Superintendent. The Service will provide a copy of its response to the Concessioner.
- B. The Concessioner will provide a written response within five working days to all written complaints, compliments, or comments it receives. The Concessioner will provide the Service a copy of the original letter and the Concessioner's response to all visitor complaints. The Service will review written complaints on a regular basis.

IX. Lost and Found

- A. Lost items - Concessioner employees will refer all persons who report having lost items to the Area headquarters.
- B. Found items - When items are found, the wranglers will fill out the Form 10-166 provided by the Service and send lost items to the Chief Ranger's Office or give them to a park ranger.

X. Advertising/Signs

- A. Prior to printing or release, the Concessioner will submit all advertising materials that pertain to the Area to the Superintendent. The Superintendent will evaluate the accuracy, suitability, and conformity with the administrative policies of the Service and will approve or disapprove it accordingly. All advertising must identify the Concessioner as an "Authorized Concessioner of the National Park Service". All materials that contain rates will state that rates are subject to change.
- B. The Concessioner will install, maintain, and replace all interior and exterior signs relating to its operation and services within the assigned areas. The Concessioner will ensure that its signs throughout the areas comply with Service standards. Before installing any signs, the Concessioner must obtain the Superintendent's approval.
- C. The Concessioner will install, maintain, and replace regulatory, control, or informational signs that the Service has directed the Concessioner to install in the interior of all Concession Facilities.
- D. The Service will install, maintain, and replace all regulatory and control signs, and informational signs that serve the interest of the Service except for those posted within the Concession Facilities.



## XI. Rates

- A. In compliance with Director's Order 48, all rates charged by the Concessioner are subject to the prior approval of the Service. The Concessioner will submit rate change requests in writing thirty (30) working days prior to anticipated implementation including comparability data to support proposed rates. The rate request will include a detailed description of the product or service and other pertinent information as required. The Superintendent will approve maximum rates and minimum services as part of the rate approval process. The approved rates will remain in effect until the Superintendent approves changes.
- B. The Business Manager will conduct periodic comparability studies and make appropriate recommendations to the Superintendent for approval, disapproval or adjustment of proposed rates.
- C. The Superintendent will approve, disapprove, or modify proposed rates and will inform the Concessioner of his or her reasons for negative action.
- D. The Business Manager will conduct spot checks for compliance with approved rates throughout the year and during periodic inspections.

## XII. Employees

- A. Employment/Staffing Practices
  - 1. The Concessioner may not employ in any status the spouse or minor children of the Superintendent or the Business Manager. The Concessioner may employ in any status a Service employee, their spouse or minor children with the prior written approval of the Superintendent.
  - 2. The Concessioner's contractually required background reviews of applicants must include inquiry to determine outstanding warrants. The Concessioner may not employ any person who is wanted for a felony. The Concessioner may not employ any person with a felony conviction without the prior approval of the Superintendent. The Concessioner will allow the Service to inspect its personnel records, including background investigations, as well as any information on driving records and drug testing.
  - 3. The Concessioner will seek out qualified personnel for wrangler positions.
  - 4. All wranglers on each trail ride must be at least eighteen years of age.
  - 5. The Concessioner must allow its employees to participate in the Service's Volunteer-In-Parks (VIP) program, if employees so desire.

- B. Employee Identification - All Concessioner employees will be neat and clean in appearance and meet standards set forth in Director's Order 48.
- C. Employee Attitude/Conduct
  - 1. Concessioner employees must be courteous, friendly, helpful, and positive to visitors and conduct themselves in a professional manner at all times. Each must be capable of and willing to correctly answer visitor questions about his or her job and the park.
  - 2. Concessioner employees may not loiter in or use seats designated for visitors in the Bryce Canyon Lodge lobby/visitor lounge areas or park in visitor parking areas during non-designated hours.
  - 3. The Concessioner must ensure that its employees, including those working specifically for the Trail Ride Photo operation of Canyon Trail Rides, obey speed limits to and from the park when they are transporting film/photos to and from Ruby's Inn (Bryce Photo) operations.
  - 4. All Concessioner employees must register their vehicles with the Chief Ranger and obtain a seasonal vehicle sticker. Employees must have a valid driver's license, insurance, and proper registration to receive a vehicle sticker.
  - 5. All Concessioner employees must attend the Utah Prairie Dog orientation provided by Service staff.
- D. Training Programs
  - 1. The Concessioner must provide an active, ongoing training program for the development of necessary skills and techniques for all employees. Training sessions will stress work performance, presentation, and National Park Service philosophy and policy. Performance standards will reflect a thorough knowledge of the stock, park regulations, terrain used, and responsibilities for performing their duties.
  - 2. The Superintendent's representative will provide a basic interpretive format to use on all trail rides.
  - 3. Each wrangler must hold a current standard first aid card or an advanced first aid card, and CPR (Cardio-Pulmonary Resuscitation) certification. Every wrangler having a first aid rating must carry a ten-person first aid kit in his/her saddle bag.
- D. Concessioner Housing - The bunkhouse, with its capacity of three to five employees, is the only in-park housing available to Concessioner employees. The

Concessioner may not move RV's or other trailers into the Area to use for in-park employee housing.

### XIII. Pet Policy

Concessioner employees, including those living in the Concessioner assigned bunkhouse/cabin may not have pets in the park.

### XIV. Protection and Security, Safety, Fire Prevention

- A. The Service provides visitor protection and responds to emergencies involving public safety, civil disturbance, and violations of regulations or law. The Concessioner must report to the Service any injury sustained by a visitor or employee in the Concession Facilities and all medical emergencies immediately. The Service investigates visitor and employee accidents that require medical attention.
- B. The Concessioner must comply with the applicable requirements of the Service's Risk Management Guidelines, Requirements, and Responsibilities. The Concessioner must exercise precaution for the safety of all persons within the Concession Facilities at all times. The Service monitors the Concessioner's Risk Management Program. The Service and the Concessioner separately ensure that respective property, equipment and related facilities are maintained and repaired in a safe condition.
- C. The Concessioner will provide the Service with a current copy of the Concessioner Risk Management Plan and any updates to that plan. The plan will include, at a minimum, the following subjects: Management's Policy Statement, Duties, Employees' Responsibilities, and Administration; Inspection; Accident Investigation and Reporting; Safety and Health Issues; Training; and Emergency Procedures. The Concessioner should attend Service Safety Committee Meetings when notified of them in advance.
- D. The Service and the Concessioner will provide fire protection, with primary responsibility lying with the Service. The Concessioner has primary responsibility to ensure that all Concession Facilities meet National Fire Code regulations and that fire detection and suppression equipment (including all fire extinguishers and fire sprinkler systems) is maintained in good operating condition at all times. The Concessioner also must detect and report all structural fires in the Concession Facilities immediately.
- E. Smoking: In compliance with Executive Order 13058 and Director's Order 50D, smoking is prohibited in all interior spaces in Bryce Canyon National Park. Smoking is prohibited within 25 feet of any building entrance or exit, window or air duct. Smoking is prohibited within 25 feet of combustible materials such as

stock feed. Exceptions may be made for exterior spaces designated as smoking areas in writing by the Superintendent prior to use. Smoking is permitted in parking lots and on sidewalks unless they are within 25 feet of a building opening.

XV. Sanitation - The Concessioner must provide to the Service the names of its employees responsible for making sanitation inspections. Those employees must accompany the Service and U.S. Public Health Service representatives on sanitation inspections.

XVI. Pesticide Use - The Concessioner may not use pesticides without the prior written approval of the Service.

XVII. Insurance

At least 30 days before commencing operations each year, the Concessioner will provide the Superintendent the Statement of Concessioner Insurance and Certificate of Insurance/Broker's Analysis of at least the amount and type of insurance coverage required by Exhibit F.

XVIII. Utilities

The Service provides water and sewer utilities to the Concession Facilities. The Service computes the rate structures annually. The Service conducts a rate comparability study and bases the rates upon either the study results or the preceding fiscal year's actual costs, whichever is higher, as required by Director's Order 35B. The Concessioner must provide prompt payment of water, electrical, gas, refuse collection, telephone, sewage disposal or any other utility or service, whether to a governmental authority, public, or community service company.

Effective \_\_\_\_\_, 200\_\_

By: \_\_\_\_\_  
Superintendent  
Bryce Canyon National Park